

Stringer vs. Nissan North America Case No. 3:21-cv-00099

Francis L. Browne  
404 Pine Brook Drive  
Peabody, MA 01960  
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2014 Nissan Rogue SV   VIN # 5N1AT2MV3EC753083  
Vehicle entered service as a lease in February 2014  
Current Odometer Mileage 76,563

I object to the proposed settlement on the following grounds and propose the following resolution.

I currently own the 2014 Nissan Rogue SV mentioned above that I purchased used on February 11, 2017 from Kelly Nissan in Beverly, MA. It was a Nissan Certified Pre-Owned Vehicle that was 36 months old with 27,421 miles. One of the benefits of purchasing a Nissan Certified Pre-owned Vehicle is that NNA warranties the powertrain to 72 months or 100,000 miles whichever comes first. This warranty upgrade is not a separately purchased negotiable item but comes with the vehicle. If I had purchased this used vehicle in a private sale, or from a non-Nissan car dealer, or as a non-Certified Preowned, the original 60 month 60,000 mile warranty would have transferred to me.

The transmission in this vehicle displayed error code P0744 and the transmission needed to be replaced in September 2021 at roughly 91months and 73,000 miles. The receipt is attached. Kelly Nissan in Lynnfield, MA has a record of the Check Engine Codes as well as FNA Transmission in Wakefield, MA where the transmission was replaced.

I believe that the proposed settlement is not only unfair to me but other plaintiffs who purchased a Nissan Certified Pre-owned. Instead of receiving an extra 24 months or 24,000 miles, we are only receiving 12 months while the mileage limit of the warranty actually decreases by 16,000 miles.

NNA gave this vehicle a 72 month 100,000 mile warranty when I purchased it. I propose the following two resolutions which I believe are fairer to the plaintiffs who purchased a Certified Pre-owned vehicle. The first resolution is to add 24 months or 24,000 miles to the NNA warranty that came with the vehicle when I purchased it extending the warranty to 96 months or 124,000 miles. The second resolution would be to leave the settlement at 84 month or 84,000 miles but change from "whichever comes first" to "whichever comes last".

The original warranty mentioned in the settlement that applied to this vehicle when purchased new became null and void when I purchased it as a Nissan Certified Pre-Owned.

I will not be appearing at the Fairness Hearing and will not be retaining separate counsel. I have not objected to any class action settlements in the last 5 years.



1/7/2022

Francis L. Browne  
January 7, 2022



781-245-5556

323 VERNON STREET - WAKEFIELD, MA 01880

INVOICE NUMBER	DATE	WRITTEN BY	TIME RECEIVED	TYPE OF SALE
102085	09/27/21	MM	1219	
ORIGINAL INVOICE	ORIGINAL CENTER	DATE	TYPE OF SERVICE	AUTHORIZED

NAME	ADDRESS	CITY	STATE	ZIP	COLOR	WHITE	MILEAGE IN	DATE IN	DATE OUT	MILEAGE OUT	DATE OUT			
FRANK BROWNE 404 PINE BROOK DR PEABODY, MA					YEAR AND MAKE	Y4 NISSA	MODEL	ROGUE	LICENSE	CC6464	PROMISED DATE	P.O. NUMBER	FLEET NO.	AUTH. BY
					TRANS. TYPE	REOF1	TRANS. NO.	SRTA	VEHICLE IDENTIFICATION NUMBER (V.I.N.)	753083	ENGINE NUMBER		2.5	
HOME PHONE	WORK PHONE				RECOMMENDED BY			TYPE OF SALE	TOWING COMPANY	REBUILDER	TESTER	INSTALLER		
761-	617-3201079							R/B		SRT	VG	ST		

### CUSTOMER COMMENTS

CK ENG LIGHT

TAG#7168

### SHOP COMMENTS

SHOP COMMENTS

EN1AT2MV3EC753083

QTY	PARTS DESCRIPTION	PRICE	AMOUNT	WEB NO.	LABOR DESCRIPTION	AMOUNT
1	REBUILT TRANSMISSION WITH TORQUE CONVERTER 12 MO. OR 12,000 MILE WARRANTY	2555.00	2555.00		REMOVE & REPLACE TRANSMISSION	1140.00

FNA TRANSMISSION  
323 VERNON ST  
WAKEFIELD, MA 01880  
781-245-5556  
513684555552501

Ref-Bent To: 6108  
Term #: 0001  
Sale  
Ref #: 0003  
Ref #: 0003

MasterCard  
Entry Method: Chip  
Transac#: 00000000000000000000000000000000

Total: \$ 3,854.69

10-01-21 15:45:22  
Inv #: 00000008 Order Code: 04700p  
Transaction ID: 1011M4EWF5d  
Approved: Online Batch#: 000436  
MasterCard  
A#: 00000000000000000000000000000000  
L#: 00000000000000000000000000000000  
M#: 00000000000000000000000000000000  
P#: 00000000000000000000000000000000

Customer Copy

THANK YOU!

I AUTHORIZE THE WORK STATED HEREIN ALONG WITH THE NECESSARY MATERIALS. I AGREE THAT YOU ARE NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE TO THE ABOVE DESCRIBED VEHICLE OR ANY ARTICLES LEFT THEREIN IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND YOUR CONTROL OR FOR ANY DELAYS CAUSED BY UNAVAILABILITY OF PARTS OR IN PARTS SHIPMENT BY THE SUPPLIER OR TRANSPORTER. YOU AND/OR YOUR EMPLOYER OR AGENTS MAY OPERATE THE SAID VEHICLE ON STREETS, HIGHWAYS AND ELSEWHERE FOR THE PURPOSE OF TESTING, INSPECTION AND DELIVERY AT MY RISK. AN EXPRESS MECHANIC'S LIEN IS ACKNOWLEDGED ON SAID VEHICLE TO SECURE THE PAYMENT FOR YOUR WORK THEREON.

PHONE DATE	FROM	TOTAL LABOR
AUTH. TIME	BY	TOTAL PARTS
COMPLETION STATEMENT		
RECEIPT OF THIS AUTHORIZATION AND MY CAR HEREIN IS ACKNOWLEDGED, THE BODY OF MY CAR IS IN THE SAME CONDITION AS WHEN I LEFT IT.		
MISC.	.00	
TAX	159.69	
		3,854.69

Date 10/11/2021 TOTAL 3,854.69

CUSTOMER COPY

Browne  
404 Pine Brook Dr.  
Babson Park, MA 01986

STC00 6388572E

BOSTON, MA 02108

12 JAN 2022 PM 7 L

USA  
NON-MACHINERABLE SURCHARGE

**U.S. District Court for Middle Tennessee**

**Nashville District**

**Teresa Stringer et al v. Nissan North America**

**Inc.**

**Case No. 3:21-cv-00099**  
**801 Broadway**  
**Room A820**  
**Nashville, TN 37203**

37203-386906